

Date

«Architect»

«Address»

«City_» «State» «Zip_Code»

Attention: «name»

SUBJECT: REQUEST FOR PROPOSALS
RECONSTRUCT CAL AERO AND STEARMAN DRIVES/ CONSTRUCT
AIRFIELD BEACON AND LIGHTED WIND CONES AT CHINO AIRPORT
PROJECT NO. 20350, AIP 3-06-0042-24

The County of San Bernardino (County) Architecture & Engineering Department (Department), on behalf of the Board of Supervisors, is soliciting written proposals from engineering Consultants to perform the required services for the project Reconstruct Cal Aero and Stearman Drives/Construct Airfield Beacon and Lighted Wind Cones at Chino Airport. A project description is attached. The County reserves the right to change the Scope of Work for the project.

The proposals shall demonstrate each firm's qualifications, background and past experience with street, security and navigation equipment projects. From the proposals submitted, three to five firms will be selected to make a brief presentation of their proposals after which a final selection will be made. The successful consultant will be selected on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required.

After selection of the most qualified consultant, the County will define the required scope of work and attempt to negotiate an appropriate fee. **No fee should be included with the proposal.** If negotiations on the fee from the most qualified firm are not successful, the County will seek to execute a contract with the second most qualified firm.

If your firm is interested in this project, please submit a complete statement of qualifications, including company background, past experience with similar projects, project approach, relevant experience of the project team, description of project scope as understood by your firm, and other documentation as specified herein.

A non-mandatory site visit will be conducted on Wednesday, March 12, 2003 at 10:00 a.m. at the Chino Airport, 7000 Merrill Avenue, Chino, California. Interested Consultants should meet in the parking lot south of the large Dome Hangar No 2 (second large hangar from the west adjacent to Flo's Restaurant).

Proposals (six copies) must be received by 5:00 p.m., Wednesday, March 26, 2003, at the Department of Architecture & Engineering, 385 North Arrowhead Avenue, Third Floor, San Bernardino, CA 92415-0184, Attention: Mr. Bob Marlin. Late proposals will not be considered.

If you have any questions, please call Bob Marlin at (909) 387-5383, Fax (909) 387-5050.

G. DANIEL OJEDA, Director
Architecture & Engineering Department

GDO:RM:js

Enclosures (2)

1. Sample Standard Contract
2. Airport Map

cc: Chuck McCormick, Federal Aviation Administration
Bill Ingraham, Director, Department of Airports
Frank Law, Chief Building Construction Engineer, A&E
Bob Marlin, Project Manager, A&E

I. SCOPE OF WORK:

Services required as part of this RFP:

The County wishes to contract with a qualified consultant to prepare Plans and Specifications for the rehabilitation/reconstruction of two landside streets located at the Chino Airport and the installation of an airport beacon and lighted airfield wind cones. In addition, the Consultant will be responsible to support the County with Construction administration services. The County may consider inspection, survey and material testing services to be included as part of this project.

The following is a description of the subject project:

The overall project combines four separate Chino Airport projects into one construction package.

1. The rehabilitation/reconstruction of Cal Aero Drive that will include:
 - Pavement improvements of the road which may extend all the way to the tower, budget allowing;
 - Drainage improvements including grading and underground drainage;
 - Installation of new architecturally pleasing fencing & gates (security); and
 - Installation and repositioning of a bigger guard shack.
2. The rehabilitation/reconstruction of "A" Street (the western most access to the Airport off Merrill Avenue) That will include:
 - Pavement widening, if necessary;
 - Construction of new pavement over to the Airport Manager's office from "A" Street with allowance for parking;
 - Construction of curb & gutter with minimal drainage improvements, if required;
 - Possible construction of a sidewalk;
 - Alteration/reconfiguring fencing to provide public access to the Airport Manager's office but maintain airport security. A new Airport access gate will be constructed near the office to control airfield access.
3. Installation/construction of lighted wind cones at the ends of each runway per applicable FAA circulars (6 places);
4. Construction of an airfield beacon west of Runway 3/21 per applicable FAA circulars.

II. PERSONNEL:

The Consultant's staff shall include an Architect or Engineer, licensed in the State of California who shall be in direct control of this project. When engineering judgments or calculations are required during the design process, they shall be performed by a Professional Engineer licensed in the State of California.

The Consultant shall designate in their proposal, a Project Consultant who will serve as the sole contact person for the County for the duration of the project. The Project Consultant shall be an Architect or Engineer licensed in the State of California.

List any sub-consultants to be used during the term of this project and include qualifications, education and relevant experience.

III. INDEMNIFICATION:

The Consultant agrees to indemnify, defend and hold harmless the Department, the County and their authorized agents, officers, volunteers and employees against any and all claims arising from Consultant's negligent acts or omissions and for any costs or expenses incurred by the Department, County or Consultant on account of any claim therefore.

IV. INSURANCE:

In order to accomplish the indemnification herein provided for, but without limiting the indemnification, the Consultant shall secure and maintain throughout the term of the contract the following types of insurance with limits as shown:

- **Workers' Compensation** – A program of Workers' Compensation insurance or a state-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the Contractor and all risks to such persons under this Agreement.

If Contractor has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as “employees” under the Labor Code and the requirement for Workers’ Compensation coverage will be waived by the County’s Risk Manager.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers’ Compensation insurance. If the County’s Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

- **Comprehensive General and Automobile Liability Insurance** – This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).
- **Errors and Omissions Liability Insurance** – Combined single limits of \$1,000,000 for errors and omissions and \$3,000,000 in the aggregate. **OR**

- **Professional Liability** - Professional liability insurance with limits of a least \$1,000,000 per claim or occurrence.

Consultant shall immediately furnish certificates of insurance and within sixty (60) days provide certified copies of all policies and endorsements to the Department evidencing the insurance coverage above required prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department and shall maintain such insurance from the time Consultant commences performance of services hereunder until the completion of such services.

All policies, with respect to the insurance coverage above required, except for the Workers' Compensation insurance coverage and professional liability coverage, if applicable, shall obtain additional endorsements naming the Department, County, their employees, agents, volunteers and officers as additional named insured with respect to liabilities arising out of the performance of services hereunder.

The Consultant shall require the carriers of the above required coverages to waive all rights of subrogation against the Department, County, their officers, volunteers, employees, contractors and subcontractors.

All policies required above are to be primary and non-contributing with any insurance or self-insurance programs carried or administered by the Department or County.

V. COMPANY QUALIFICATIONS:

The Consultant shall furnish detailed information on references, as well as background and experience with projects of a similar type and scope to include as a minimum:

- A. Brief history of the firm.
- B. A listing of clients for the past two years. Indicate for each, the scope of services performed, the type of project and a name, address and phone number.

VI. COMPENSATION:

The hourly wage rate submitted by Consultant during contract negotiations shall remain in effect until the final completion of the Project.

A detailed schedule of payments is included in the attached sample Standard Contract.

Payment shall be made not more often than every 30 days.

VII. CONSULTANT RESPONSIBILITIES:

The Consultant shall describe their understanding of the project scope, their proposed approach to performing the work, submit a proposed schedule including document review dates, and acknowledge in their proposal acceptance of requirements contained in this Request For Proposal.

The services to be rendered by the Consultant shall consist of all such services as are customarily rendered for such projects, and as detailed in the attached sample Standard Contract.

VIII. CONSTRUCTION BUDGET:

The construction budget, established by the County is \$ 400,000.

IX. SCHEDULE:

The Consultant shall submit a schedule of services indicating major design and construction milestones. The County bid process takes approximately 60 days from the approval of Plans and Specifications to the actual award of Construction contract.

X. FUNDING AND FEDERAL CONTRACT REQUIREMENTS:

This project is funded in part by a Federal Aviation Administration Grant and so all contracts must be per federal guidelines for such.

The following are some of the Federal Requirements for contracts funded in part by Federal Aviation Administration and are brought to the Proposer's attention.

1. The proposed contract is under and subject to Executive Order 11246, as amended, of September 24, 1965, and to the Equal Employment Opportunity (EEO) and Federal Labor Provisions.
2. All labor on the project shall be paid no less than the minimum wage rates established by the U.S. Secretary of Labor.
3. Each Proposer must supply all the information required by the bid documents and specifications.
4. To be eligible for award, each proposer must comply with the Federal and County affirmative action requirements.
5. Disadvantaged business enterprises (DBEs) as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 23 apply to this agreement.

Women will be afforded equal opportunity in all areas of employment. However, the employment of women shall not diminish the standards of requirements for the employment of minorities.

6. All solicitations, contracts, and subcontracts resulting from projects funded under the AIP must contain the foreign trade restriction required by 49 CFR Part 30, Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

XI. COUNTY RESPONSIBILITIES:

The County shall make available to the Consultant all pertinent data that is in the County's possession in the condition it exists.

The County may pursue alternate survey, material testing and inspection services.

The County shall pay for publishing costs for advertisements of notices for public hearings or other similar items. The Consultant will pay for all draft and final report printing, including drawings and specifications.

Proposal preparation and associated direct costs are the sole responsibility of the Consultant and will not be reimbursed by the County.

XII. CONSULTANT SELECTION:

The successful Consultant will be selected on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required as follows:

- A. Responsiveness to RFP.
- B. Professional reputation of firm.
- C. Experience with applicable airport and street construction projects.
- D. Experience with publicly bid projects.
- E. Adequacy of firm's support staff or sub-consultants.
- F. Satisfaction of current/past clients.
- G. Depth and breadth of experience relative to this project.
- H. Proven experience in meeting schedules.
- I. Accuracy of firms cost estimates.
- J. Experience with the FAA Western Pacific Region local office and local City agencies.

All Consultants will be rated on this basis. After selection of the most qualified consultant, the County will define the required scope of work and attempt to negotiate an appropriate fee. If negotiations on the fee proposal from the most qualified firm are not successful, the County will seek to execute a contract with the second most qualified firm and so on.

XIII. SUBMITTAL REQUIREMENTS:

The proposal must be signed by the individual or official of this firm who has the power to bind the firm contractually.

No fee should be included or inferred with the proposal.

Do not submit more than 15 pages. Submittals containing more than 15 pages (not including cover sheets) may not be considered. (Double sided sheets are considered as two pages). It is preferred that proposals **are not** submitted in three ring binders.

To be considered, all proposals must be submitted in the manner set forth in this proposal.

It is the Proposer's responsibility to ensure that its proposal arrives on or before its specified time.

XIV. RIGHT TO REJECT PROPOSALS

This request for proposals does not commit the County to award a contract. The County reserves the right to accept or reject any or all proposals if the County determines it is in the best interest of the County to do so.

The final authority to award a contract as a result of this RFP rests solely with the County of San Bernardino Board of Supervisors.

XV. PROPOSER'S COST:

Proposer agrees that all costs incurred in developing this proposal are the Proposer's responsibility.

XVI. INDEPENDENT CONTRACT:

In the performance of the Contract, Consultant, its agents and employees, shall act in an independent capacity and not as officers or employees of the County of San Bernardino.

XVII. CHANGES TO CONTRACT:

Consultant agrees any alterations, variations, modifications, or waivers of provisions of the Contract shall be valid only when they have been reduced to writing, duly signed and approved by the required persons and organizations.

XVIII. CONFLICT OF INTEREST:

CONSULTANT shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the COUNTY. CONSULTANT shall make a reasonable effort to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the COUNTY determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed, by the COUNTY and such conflict may constitute grounds for termination of the

Agreement. This provision shall not be construed to prohibit employment of persons with whom VENDOR'S officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

XIX. FORMER COUNTY OFFICIALS:

Provide information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent your business. The information provided must include a list of former county administrative officials who terminated county employment within the last five years and who are now officers, principals, partners, associates or members of the business. Should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of your business. For purposes of this section, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

Failure to provide this information may result in the response to the request for proposal being deemed non-responsive.

XX. INACCURACIES OR MISREPRESENTATIONS:

If in the course of the RFP process or in the administration of a resulting Agreement, the COUNTY determines that CONSULTANT has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the COUNTY, CONSULTANT may be terminated from the RFP process or in the event a Agreement has been awarded, the Agreement may be immediately terminated.

In the event of a termination under this provision, the COUNTY is entitled to pursue any available legal remedies.

XXI. IMPROPER CONSIDERATION:

Consultant shall not offer (either directly or through an intermediary) any improper considerations such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding the award of this proposal.

The County, by written notice, may immediately terminate any Agreement resulting from this proposal process if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once an Agreement has been awarded.

Consultant shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Consultant.

The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

XXII. DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS:

The county reserves the right to request the information described herein from the consultant selected for contract award. Failure to provide the information may result in a disqualification from the selection process and no award of contract to the consultant. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The selected consultant also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of contract.

The selected consultant may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the consultant will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the selected consultant may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the consultant will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the county. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

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